



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Adult Day Care Services Contract

MEETING DATE: February 16, 2000

PREPARED BY: Charlene J. Lange, Community Center Director

**RECOMMENDED ACTION:**

Authorize the City Manager to execute and renew a three year contract between Lodi Memorial Hospital and the City of Lodi to provide an adult day care facility on a year-round basis at Hutchins Street Square.

**BACKGROUND INFORMATION:**

Lodi Memorial Hospital and the City of Lodi have embraced a partnership to operate an adult day care facility at Hutchins Street Square since 1990. Initially, industrialist William Holz recommended that a facility be built that would house such a project.

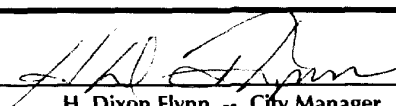
The day care is licensed for 30 clients and is known throughout the state as one of the premier "models". We are fortunate to have a large cadre of volunteers from the City and the Hospital constituency to give that additional care and service to make our program far above the norm.

**FUNDING:** None

  
Charlene J. Lange  
Community Center Director

CJL/tv

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

## AGREEMENT

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THIS AGREEMENT, entered into by and between the CITY OF LODI, a municipal corporation ("City"), and LODI MEMORIAL HOSPITAL ("Hospital").

### WITNESSETH:

WHEREAS, Lodi Memorial Hospital and the City of Lodi have previously entered into a three (3) year Agreement whereby Hospital leased from City a portion of the Senior Citizen's Complex at Hutchins Street Square. A copy of said Agreement is attached hereto marked Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the purpose of said Lease was for the establishment of a Senior Day Care Center at the Hutchins Street Square facility; and

WHEREAS, the parties hereto are desirous of continuing their relationship for an additional three (3) years;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The purpose of this Agreement is to provide an adult day care facility on a year-round basis at the Hutchins Street Square facility.
2. The City of Lodi agrees to and hereby leases to Lodi Memorial Hospital for the sum of ONE DOLLAR (\$1.00) per year, payable in advance on the anniversary date of this Agreement, the facilities and space described as follows:

The southern portion of the remodeled Senior Citizen's Complex at Hutchins Street Square, as more particularly shown on the floor plan attached hereto and made a part of this Agreement by reference.

3. The term of this Agreement shall be for a period of three (3) years commencing March 5, 2000 and expiring on March 5, 2003.
4. City shall provide all customary and usual maintenance of buildings and grounds. Lodi Memorial Hospital shall be responsible for all janitorial and cleaning services for the interior of the space described. Hospital shall install or cause to be installed in its own name, separate meters for gas and electric utilities for the space demised hereunder, and shall be responsible for payment of all such utilities, plus a pro rata share of water and sewer charges at Hutchins Street Square.
5. Lodi Memorial Hospital shall provide all necessary and customary equipment, furniture, and staff to provide care for a maximum of thirty (30) persons. In addition, Lodi Memorial Hospital shall be responsible for publicity and marketing of the program, expending reasonable and good faith efforts to make the public aware of this program. All kitchen appliances, if any, shall be provided, owned, and maintained by Hospital, which shall furnish to the City a list of, and specifications for, all such appliances prior to installation. A list of the kitchen appliances provided by Hospital during the first three (3) year term has previously been provided by Hospital.
6. Lodi Memorial Hospital agrees to operate an adult day care program during hours by mutual agreement, Monday through Friday, fifty-two weeks of the year, save and except the usual and traditional holidays. Such services shall be available to all persons otherwise meeting the criteria for participation in such day care facilities, regardless of race, sex, national origin, or residency.
7. City shall be obligated only to provide the necessary space and maintenance for such day care center. All other expenses of operation of the day care program shall be the responsibility of Lodi Memorial Hospital. Hospital further agrees to operate such Adult Day Care Program on a not-for-profit basis. Charges or fees for such service shall be adjusted with the intent to make such charges or fees reflect the actual cost of operation and overhead of the facility. In determining or calculating profit or loss, Hospital shall be entitled to depreciate during the term of this Lease the cost for any necessary equipment provided during the term by

Hospital. Determination of profit or loss may utilize or carry forward/carry back method of calculating profit or loss for each year of the three (3) year term of this Agreement and offset for each year in which a loss was incurred against any year of the current term in which a profit resulted. Should an overall profit result as shown by independent audit based on the considerations found in this paragraph, then at the end of the three (3) year term, it shall be paid and remitted to the Hutchins Street Square Foundation, for the purpose of continued maintenance and development of the facility.

8. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** Tenant agrees to indemnify and save harmless Owner and its officers, agents and employees from and against all claims of whatever nature arising from any act, omission, or negligence of Tenant or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Tenant agrees to maintain in full force during the term hereof a policy of public liability insurance under which Tenant is named as insured, and containing an additional named insured endorsement naming Owner and its officers, agents and employees as an additional insured, and under which the insurer agrees to indemnify and hold Tenant and Owner harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant, or Tenant's agents or employees. The minimum limits of such insurance shall be \$1,000,000.00 (One Million Dollars). In addition to the additional named insured endorsement on Owner's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of Tenant.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2000, at Lodi, California.

CITY OF LODI, a municipal  
corporation

LODI MEMORIAL HOSPITAL

\_\_\_\_\_  
H. DIXON FLYNN  
City Manager

By: \_\_\_\_\_  
THEODORE HOLMSTROM  
Board of Directors

Attest:

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

\_\_\_\_\_  
JOSEPH HARRINGTON  
Administration

Approved As To Form:

  
\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney

RESOLUTION NO. 2000-19

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT  
BETWEEN LODI MEMORIAL HOSPITAL AND THE CITY OF LODI  
TO PROVIDE AN ADULT DAY CARE FACILITY AT HUTCHINS  
STREET SQUARE

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WHEREAS, Lodi Memorial Hospital and the City of Lodi embraced a partnership to operate an adult day care facility at Hutchins Street Square since 1990, which was initially recommended by William Holz to build a facility that would house such a project; and

WHEREAS, the day care is licensed for 30 clients and is known throughout the state as one of the premier "models".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lodi hereby authorizes the City Manager to execute a renewal agreement between Lodi Memorial Hospital and the City of Lodi to provide an Adult Day Care Facility at Hutchins Street Square.

Dated: February 16, 2000

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I hereby certify that Resolution No. 2000-19 was passed and adopted by the Lodi City Council in a regular meeting held February 16, 2000 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Land, Nakanishi and Pennino  
NOES: COUNCIL MEMBERS – None  
ABSENT: COUNCIL MEMBERS – None  
ABSTAIN: COUNCIL MEMBERS – Mann (Mayor)

  
ALICE M. REIMCHE  
City Clerk